

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	10/17/2017	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing
Department					
Submitted By:	<u>TOURIST DEVELOPMENT COUNCIL</u>				
Submitted For:	<u>DISCOVER PALM BEACH COUNTY, INC.</u>				

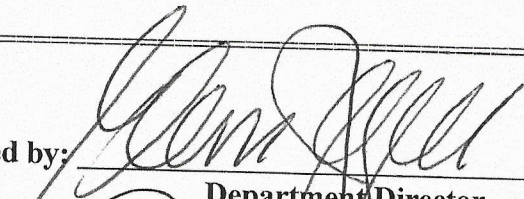
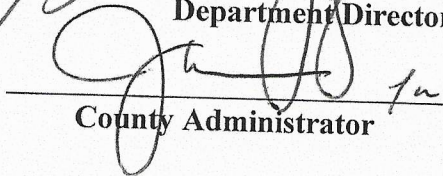
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Annual Agreement with Discover Palm Beach County, Inc. (Discover) for the provision of services under the County's Tourist Development Plan during the period October 1, 2017 through September 30, 2022 in the amount of \$16,000,000 in contractual services and \$2,046,438 in indirect costs and reserves for a total of \$18,046,438 retroactive to October 1, 2017.

Summary: The Agreement provides for Discover to provide tourism marketing services under the County's Tourist Development Plan for a five-year period, from October 1, 2017 through September 30, 2022. The Agreement replaces the current contract (R-2012-1320), the new Agreement updates for Fiscal Year 2018 Exhibit "A" – Annual Budget, Exhibit "E" – Procurement Policy, Exhibit "H" – Performance Measures, Exhibit "F" Convention Center Booking Policy and Exhibit "K" – Organizational Chart. The new Agreement inserts language on Public Records, Advertising, Recruiting and Job Information along with Public Meeting Notice to the contract. The administrative process for an Operations Funding procedure, including all reporting requirements has been added to this Agreement. Indirect cost and reserves of \$2,046,438 are included for a total budget of \$18,046,438. These exhibit changes have been reviewed and approved by the TDC Finance Committee and TDC Board. (TDC) Countywide (DW)

Background and Justification: Under the current Agreement, the Discover develops and implements the Annual Tourism Marketing Plan for the County. All expenditures by Discover under the contract must be made in accordance with the Operating Budget included as Exhibit "A" to the contract, from funds appropriated annually by the County. The new Agreement is for an additional five years, through September 30, 2022. The new Agreement adopts a new Exhibit "A" (Annual Budget), as well as a new Exhibit "H" (Performance Measures), to apply during Fiscal Year 2018. Exhibit "E" (Procurement Policy) is updated to conform to the county purchasing guidelines. Exhibit "F" (Convention Center Booking Policy) consolidates short and long-term bookings into a group effort. Exhibit "K" (Organization Chart) is updated for a new senior human resource position. Public Records, advertising of jobs and public meeting notice have been added to the new Agreement to comply with State laws and County policy. In addition, a monthly cash advance procedure is added to the contract for reimbursement of operational expenses by the Clerk and Comptroller's Office.

Attachments: New Agreement with all exhibits

Recommended by:		Date	10/3/17
	Department Director		
Approved By:		Date	10/13/17
	County Administrator		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019*	2020*	2021*	2022*
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$16,000,000	\$16,560,000	\$17,139,600	\$17,739,486	\$18,360,368
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	-----	-----	-----	-----
In-Kind Match (County)	-----	-----	-----	-----	-----
NET FISCAL IMPACT	\$16,000,000	\$16,560,000	\$17,139,600	\$17,739,486	\$18,360,368

ADDITIONAL FTE

POSITIONS (Cumulative) - 0- 0--- 0--- 0--- 0---

Is Item Included In Proposed Budget? Yes X No.

Budget Account No.: Fund 1454 Dept 710 Unit 7420 Object 3401
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Discover receives 48.32% of the 2nd, 3rd, 5th and 6th cent of the local option bed tax.

*2019 thru 2022 estimated Fiscal Impacts are based upon historical average bed tax collections of 3.5%.

C. Department Fiscal Review: Art Van Noyne


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]
 10/5/17
 OFMB
 Contract Dev. and Control
 10/13/17
 B. Approved as to form and Legal Sufficiency

B. ~~Approved~~ as to form and Legal Sufficiency:

Approved as to form and Legal Sub

 10/13/17

Assistant County Attorney

C. **Approved as to Terms and Conditions:**

Department Director

This summary is not to be used as a basis for payment.

AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

on behalf of the

TOURIST DEVELOPMENT COUNCIL

and

DISCOVER PALM BEACH COUNTY, INC.

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EXHIBIT “K” Table of Organization

Certificate of Insurance
Diversity Schedule

AGREEMENT BETWEEN PALM BEACH COUNTY ON BEHALF OF
THE TOURIST DEVELOPMENT COUNCIL
AND DISCOVER PALM BEACH COUNTY, INC.

THIS AGREEMENT dated _____, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter referred to as the "COUNTY") and Discover Palm Beach County, Inc., a Florida not-for-profit corporation, whose Federal I.D. number is 59-232-1112, (hereinafter referred to as "Discover").

WHEREAS, legal authority for the Palm Beach County Tourist Development Council (hereinafter referred to as the "TDC") is found under Section 125.0104, Florida Statutes, known as "The Local Option Tourist Development Act", the COUNTY has by Ordinance 95-30, as amended, established the TDC; has levied and imposed a tourist development tax; and has established a Tourist Development Plan for the use of the funds derived from the tax. As an appointed Advisory Board, the TDC is bound by State and County laws, ordinances, and procedures governing the TDC members and their activities, as well as procedures for reviewing expenditures of tourist development tax revenues. The TDC is responsible for advising the COUNTY on the implementation of the Tourist Development Plan on matters related to tourism sales, marketing, advertising, tourism grants, and convention center sales in order to help increase overall visitation and lodging facility occupancy in accordance with State and County laws, regulations and procedures and within budgetary limitations imposed by the Tourist Development Tax Revenues. The TDC shall also approve and make recommendations for all contracted Agencies annual Marketing Plans and Budgets to ensure conformity with the Tourist Development Council Strategic Plan and the provisions of Section 125.0104, Florida Statutes; and

WHEREAS, the Tourist Development Plan currently provides that a percentage of the funds

derived from such tax designated as "Category A" shall be used to promote, advertise and optimize Palm Beach County tourism in the State of Florida, and nationally and internationally; and

WHEREAS, the parties have previously entered into agreements whereby Discover Palm Beach County, Inc., (hereby referred to as Discover), an independent contractor, furnished the professional services necessary to assist the COUNTY in carrying out projects of the Tourist Development Plan; and

WHEREAS, the parties desire to continue the services as set forth herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

1. Functions and Services. Discover shall provide Destination Marketing and Tourism Development Services for national and international markets on behalf of the COUNTY by performing the following functions and services, all being subject to the overall direction and guidance of the TDC, through the Executive Director of the TDC:

A. Annual Marketing Plan. Discover shall develop and implement an Annual Marketing and Business Plan with a supportive budget, (hereinafter referred to as the "Annual Marketing Plan") for accomplishing the purposes of Category "A" of the Tourist Development Plan. Such a plan will include the full range of services typical of a professional destination marketing organization and in accordance with ~~DMAI (Destination Marketing Association International)~~ Destinations International guidelines. In addition, Discover shall to the extent possible establish cooperative ventures with other TDC-funded entities. Discover will submit an Annual Marketing Plan to the TDC's Executive Director and the County Administrator or his/her designee for review, modification and adoption by the TDC in conformance with COUNTY's annual budget approval process. Such Plan may be amended from time to time with the approval in the same manner as its adoption and in accordance with the approved Annual Budget.

B. Marketing and Business Plan. The Annual Marketing and Business Plan components must contain information for promoting the awareness of all tourism regions, including the North, South, and Central areas of Palm Beach County and the region bordering Lake Okeechobee ("Glades Region") and products throughout Palm Beach County and the Palm Beach County Convention Center in markets within and outside the United States. It shall include, but not be limited to, the following components:

1. Development and implementation of a Creative Advertising, Promotion and Media Plan. This plan will include, but not be limited to, traditional print and online media.
2. Development and implementation of a Fulfillment Plan and Visitor Services strategy.
3. Design and production of state-of-the-art Web Resources and Collateral Materials.
4. Development and implementation of Public Relations/Communications Plan.
5. Development of packaged travel and online travel related services.
6. Attendance and representation at Consumer and Trade Shows.
7. Promotion and coordination of Destination Reviews and site visits.
8. Staffing and coordination of Sales Missions in targeted key markets.
9. Administration of grants and sponsorships for cooperative marketing activities, special and group events.
10. Production and distribution of promotional items.
11. Development and implementation of a Groups and Conventions Sales & Marketing Plan. This Plan will include, but will not be limited to, working with the Palm Beach County Convention Center in booking events for which Discover will handle center space and room block coordination efforts as more specifically

set forth in Exhibit "F", Convention Center Booking Policy.

12. Management of a business intelligence and research effort that promotes best use of resources and brand development strategies for the County's Tourism product.

C. In Kind Goods & Services/Cooperative Marketing Programs. Discover shall obtain and coordinate, as necessary to perform the duties and services set forth in this Agreement and for the benefit of the COUNTY's Tourist Development Plan, private contributions of funds, goods and services, including, but not limited to, the provision or furnishing of meals, receptions, transportation, lodging, admissions, promotional materials, amenities, give-aways and beverages. Such private sector contributions will largely depend on comprehensive membership and community relations strategies which are considered fundamental and necessary to the execution of Discover's contractual obligations and the County's tourism industry success.

D. Human Resources. President & CEO. Discover's Board of Directors shall hire and evaluate a President & Chief Executive Officer (CEO) who shall have day to day responsibility for the performance and execution of Discover's mission and contract compliance. The TDC's Executive Director and the County Administrator or his/her designee shall participate in the selection process for the President & CEO as voting members of any committee/task force appointed for such purposes. The President & CEO shall fully cooperate with and work with the Executive Director of the TDC to ensure that the activities of Discover and the contractors provided for herein are in conformance with the Annual Marketing Plan. The activities of the President & CEO shall be of a daily operational, marketing brand and product development nature while the activities of the Executive Director (on behalf of the County) shall focus on, but may not be limited to, contract compliance administration and policy-oriented duties and responsibilities.

Discover will keep the Executive Director informed as to the activities of Discover. The TDC's Executive Director shall be notified of all meetings of the Board of Directors, and the executive committee as well as all Board committees and subcommittees of Discover whose functions are in any way related to the expenditure of COUNTY or Tourist Development Tax funds. The Executive Director may serve as a non-voting ex-officio member of all committees and subcommittees of Discover. The TDC's Executive Director shall be provided an opportunity to be heard at said meetings, as well as minutes of the meetings, if minutes are taken. Notice of the meetings shall be provided to the TDC's Executive Director no later than five (5) business days before said meetings are to occur. The Chair of Discover's Board of Directors or his/her Board designee will report the results of the annual performance and salary review of the President & CEO to the TDC no later than sixty (60) days after the end of the corresponding COUNTY fiscal year. The car allowance provided to the President of Discover which is funded from revenues derived from the Tourist Development Tax shall be in conformity with the COUNTY's policy on car allowances for County department heads. Discover Staff. The President & CEO of Discover shall employ, subject to the availability of funds allocated for such purpose as contained within its Annual Budget, sufficient staff and support personnel to perform and properly execute the Annual Marketing Plan. Discover shall make good-faith efforts to attract the best available employees by advertising in appropriate publications. Discover may use the services of an outside search firm to assist in the selection of employees at the level of director or higher. Any new full-time equivalent position during the term of this Agreement shall be approved by the TDC; provided, however, Discover may reclassify or consolidate positions upon approval of the Executive Director of the TDC. The payment of Discover Personnel will be in line with industry practices in similar Destination Marketing Organizations and regional hotel sales and marketing entities and as set forth in the Salary Ranges set forth in Exhibit "I" and in accordance with the Compensation Policy

set forth in Exhibit “J”. The Salary Ranges, Compensation Policy and Discover’s Organizational Chart as set forth in Exhibits “I” through “K” shall remain in full force and effect until the County’s budget process at which time the Salary Ranges, Compensation Policy and Organizational Chart shall be established as part of Discover’s policies and procedures after approval by the TDC and the County Administrator or his/her designee. Any changes to the Salary Ranges, Compensation Policy or Organizational Chart during the year shall be made only upon approval of the Executive Director of the TDC and the County Administrator or his/her designee. Discover may provide its employees a qualified defined contribution retirement plan. Contributions to such plan shall not exceed seven percent (7%) of the employees’ actual salaries. Discover shall incorporate the provisions of such plan into the policies and procedures of Discover, and shall notify and receive approval of the TDC of any proposed revision to the plan prior to implementation. Discover personnel shall be located in the office space or remote locations as approved by the COUNTY.

E. Product Development. Discover shall assist and encourage Countywide product development such as new hotels, attractions and infrastructure improvements in conjunction with the Executive Director of the TDC, County Economic Development and City/Town CRA's (Community Redevelopment Agencies), Chambers of Commerce or any other such entities in order to increase the County's competitiveness as a travel destination. Such assistance may include the development of collateral materials and coordination of meetings with County & City/Town entities among others. However, if requested by BCC, County or TDC, Discover shall assist for specified activities.

F. Airlift Development. Discover will support an airlift development strategy through media investments targeting key feeder markets in collaboration with the County’s Tourist Development Council and Department of Airports/PBIA and in keeping with the Annual Marketing Plan. This will be subject to the investment decisions agreed to by all parties with the

goal of increasing inbound tourist arrivals into Palm Beach County. Such strategy may include domestic and/or international airline service whether scheduled or charter.

G. Other Duties. Discover shall perform such additional related duties and services as may be required from time to time by the COUNTY. Such duties shall include the operation and maintenance of a computer network for Discover, the TDC and participating entities funded by the COUNTY's Tourist Development Tax, on terms consistent with this Agreement and in accordance with the budget for each such entity as approved by the TDC. Such services will not detract from Discover's core mission to enhance the Brand of Palm Beach County and increase visitors from all key markets. Discover may charge a prorated fee to such entities for this service. Revenues from such services shall be in compliance with Discover's financial policies on the treatment of Discover's operating account.

H. Brand Compliance. Agencies will utilize the Tourism Brand Identity as approved by the Board of County Commissioners for all advertising procured by Discover for marketing and promotion of Palm Beach County and which are reimbursed from budgets provided from bed tax funds. These guidelines may be adjusted during this Agreement with input from the TDC funded agencies and their respective creative Agencies of Record with final approval of the TDC Executive Director. Core requirements of the brand applications in print, digital, video and other marketing channels as approved by the TDC Board will be required as a condition for TDC funding support.

2. Selection and Termination of Contractors. The services described in paragraph 1 may be provided by independent/professional services contractors under contract with Discover in accordance with the Annual Marketing Plan and the Annual Budget of Discover. The terms of any such contracts shall not extend beyond the expiration or earlier termination of this Agreement or any renewal thereof, and all such contracts shall expressly provide such limitation. No such contract or agreement shall obligate the COUNTY in any manner to any third party.

All contractors shall be solicited and selected in accordance with procedures for the procurement of goods and services attached hereto as Exhibit "E" and as listed in Discover's financial policies and procedures manual with procedures for maximization of participation of small business enterprises as specified in this Agreement. Any personnel or entities with which Discover enters into contracts for services shall be specifically experienced in, and qualified for the provision of such services. Discover shall monitor and evaluate the performance of all such contractors. Discover shall insure that all parties to such contracts document and/or report on the duties performed and services provided. Discover shall provide to the TDC, at the TDC's request, a summary report of the results of such monitoring and evaluation, and shall take reasonable measures to assure the continued satisfactory performance of all contractors. Discover shall consult with the Executive Director of the TDC before such contract is terminated.

3. Compensation and Method of Payment. Costs incurred by Discover in performing the duties and providing the goods and services described in the Agreement will be paid by the COUNTY solely from Tourist Development Tax revenues designated for Category "A" of the Tourist Development Plan. Payments to Discover shall be consistent with the Annual Marketing Plan, as approved by Discover's Board of Directors and adopted by the TDC and the Annual Budget adopted by the COUNTY, and shall be made only for expenditures which are specifically authorized by the COUNTY. Discover's Annual Budget as set forth in the attached Exhibit "A," shall constitute, as between the COUNTY and Discover, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement. Payments by the COUNTY shall be made to Discover in accordance with the fiscal procedures of the COUNTY as payment for authorized expenditures or provision of goods or services, following Discover's determination that the goods and services have been properly provided, and upon submission of invoices by Discover to the Executive Director of the TDC or the County

Administrator or his/her designee, and a determination by the Executive Director of the TDC or the County Administrator or his/her designee that the invoiced payments are authorized as defined above, that the goods or services covered by such invoice have been provided or performed in accordance with such authorization, and that there has been no offset or reduction of the claimed expense by non- public funding or contribution of goods and/or services.

COUNTY shall not reimburse Discover unless and until the Clerk and Comptroller's Office pre-audits payment invoices in accordance with law, and subject to the conditions, if any, attached to said approval. Where Discover is able to establish that payment of expenditures in advance will provide a cost savings, Discover shall be reimbursed in advance.

Discover shall be paid for its actual costs not to exceed the total amount for the various items, and up to the maximum amounts budgeted therefore, as set forth in Discover's Annual Budget, included in the attached Exhibit "A". The amounts applicable to the various line items of Exhibit "A" can, subject to the maximum total amount, be increased or decreased by up to ten percent (10%) at the discretion of Discover; adjustment in excess of ten percent (10%) of any line item must be authorized by the TDC and the County Administrator or his/her designee.

In the event Discover encounters unanticipated necessary expenses in performing services to be provided by Discover under this Agreement, Discover may request said expenses to be included on an amended Exhibit "A" for reimbursement by COUNTY from available tourist tax revenues and COUNTY shall consider, but shall not be obligated to grant, said request.

4. Operations Funding Agreement.

A. Definitions

The following terms shall have the meanings specified when used in this Agreement.

Operating Expenses: Any and all expenses and expenditures of every kind and nature incurred, directly or indirectly by Discover in managing, operating, promoting and marketing including, without limitation: payroll, benefits, relocation costs; operating supplies; advertising; technology, dues, subscriptions and membership; printing and stationary costs, postage and freight costs; equipment and rental costs; cost of office supplies; telephone and telecommunication charges; travel and entertainment expenses; audit and legal expenses ; insurance coverages.

Operating Fiscal Year: The period of time beginning on the first day of October and ending on the 30th day of the month of September.

Capital or Proprietary Rights: Any data, equipment or materials furnished by COUNTY to Discover and any such data, equipment or materials that may be acquired for COUNTY by Discover to be used by Discover shall remain the property of COUNTY, and when no longer needed for the performance of this Agreement, shall be returned to COUNTY. Furthermore, the COUNTY shall own all data and other electronic files generated by Discover through the use of either COUNTY's or Discover's data processing programs and software in operating Discover. Property rights will not accrue to Discover.

Ownership of and title to all intellectual property rights of whatsoever value, including but not limited to logos and trademarks, held in the COUNTY's name, shall remain in the name of the COUNTY.

B. Fiscal Responsibility

Discover shall perform the following services:

1) Prepare an Annual Operating Plan, which Discover shall submit to COUNTY, in accordance with an established COUNTY schedule for approval by the TDC and COUNTY.

2) Hire, supervise and direct all of Discover's employees and personnel unless defined specifically in this Agreement.

3) Maintain detailed, accurate and complete financial and other records of all its public activities under this Agreement in accordance with GAAP and any additional COUNTY requirements as they relate to the Discover, provided they are consistent with the terms of the Agreement. The COUNTY shall have access to such records.

4) Submit a written financial report to the TDC Executive Director at least monthly, or as otherwise agreed to between the parties, no later than the close of the following month concerning its activities in the operation of Discover. Such report shall, among other things, set forth receipts from public sources, expenditures and such other and further information as the TDC Executive Director may require or request.

5) Discover shall keep and maintain, throughout the Term of this Agreement at its offices, separate and independent books of accounts and records for public funds. The Public Fund Accounts review may be required by the TDC Executive Director or COUNTY and shall be maintained, in accordance with GAAP. Said books, ledgers, journals, accounts, and records shall contain all entries reflecting the business operations of Discover under this Agreement using public dollars. All of the foregoing records shall be retained and available for such period of time as provided herein unless otherwise approved by the COUNTY.

6) The COUNTY, at all times, throughout the term of the Agreement and for up to three (3) years following expiration, shall have the right to audit and examine during Discover's

ordinary business hours, all such records and books of accounts relating to Discover's operation, provided that Discover shall not be required to retain such books of accounts and records for more than three (3) years after the end of the final year of this Agreement. Discover shall arrange for the books of accounts and records to be brought to a location convenient to the auditors for the COUNTY in order for the COUNTY to conduct the audits and inspections. Failure of Discover to keep record of and provide the information to COUNTY as set forth herein shall be considered a default under the terms of this Agreement. All Funds advanced shall revert to the COUNTY upon any default or termination.

7) Discover shall provide to the TDC Executive Director and COUNTY, within thirty (30) days after the end of each month, a reconciliation for the Agency Operating account, which account shall be subject to audit by the TDC Representative or COUNTY during Discover's ordinary business hours. Once approved by the TDC Executive Director or designee, this reconciliation will be provided to the Clerk's Office.

8) Discover shall render, within thirty (30) days after the end of each month, financial reports for Discover including reports for public funds including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for the current month and year to date in accordance with GAAP. In addition, Discover shall immediately, upon request by COUNTY, provide information contained with any of the provided reports.

9) Discover shall meet with the TDC Executive Director quarterly to answer questions relating to the operations and the financial reports. Furthermore, a private auditing firm acceptable to the COUNTY, where such determination of acceptability to be made in the COUNTY's sole and absolute discretion, shall audit the accounts and records as kept by the Discover and provide the COUNTY with a certified audit report annually prior to March 1st of the fiscal year, together with a management letter. Appropriate funds shall be set aside in the annual operating budget to pay for

such certified audit report. At the option of COUNTY and at its expense, additional audits may be performed/ of this Contract.

10) TDC Executive Director may request additional financial or statistical reports with respect to Discover's operations for use of all public funds, and Discover shall promptly provide the same. COUNTY's requests for such additional reports shall be reasonable with respect to timing and frequency. Any and all reasonable costs for such reports, which have been approved by the TDC Executive Director shall be included as an operating expense in the Discover budget.

C. Operating Budget/Expendable Budget Supplies/Funds Availability Procedure for Handling Income and Expenses

1) Operating Budget. Each year, in accordance with the County's schedule, DISCOVER shall prepare and present a line item budget for DISCOVER which budget shall follow and comply with the existing County budget process or such other procedures, which County may require. Additionally, the budget shall include but not be limited to the following detailed projections, presented on a monthly and annual basis:

Operating Expenses;

Administrative and general expenses;

Marketing, advertising, and promotion expenses;

Exhibitor services;

Payroll and Personnel costs included in the annual operating budget which may include training programs, sales incentive bonuses and other fringe benefits of the type customarily provided by DISCOVER to employees in accordance with written policies of company-wide applications in effect at the time of expenditure.

2) Presence Required. DISCOVER shall ensure that its representatives are present at all necessary meetings of the budget approval process required by the TDC. The annual operating budget for

DISCOVER is subject to the prior approval of the County after recommendation by the TDC Board.

3) Funds Availability. County shall make available to DISCOVER at contract commencement funds necessary to pay all budgeted items of expense for the operation, maintenance, supervision, and management of DISCOVER. To the extent DISCOVER is unable to perform under this Agreement due to the fact that required budgeted funds are not made available by County, the Operator shall not be considered in breach of this Agreement nor shall such failure to perform for lack of funds be considered an event of default.

4) DISCOVER Operating Account. Prior to the Commencement Contract Date, the County will advance one (1) month of personnel costs and forty-five (45) days of budgeted operating expenses for deposit into the Agency Operating Account in order to fund operations of DISCOVER. DISCOVER shall use funds in the Agency Operating Account to pay operating expenses of DISCOVER allowed by Florida Statute Section 125.0104 and County Ordinance 95-30 as amended. DISCOVER shall submit to the County requests for reimbursement of expenses paid from the Agency Operating Account, in accordance with County requirements and as further detailed in Section 4 D. of this Agreement. All such accounts must be maintained in Palm Beach County and available for review and audit upon County's request. Operating Expenses shall be paid from the Agency Operating Account based on County approved budgets and the approval of the TDC Executive Director as outlined in Section 4D.

5) Cash Control. The cash control for DISCOVER operations shall be accomplished through a combination of rigid accounting procedures and internal audit tests of submitted expense reimbursements requested from public dollars.

D Reimbursement Process and Documentation

1) Budget (Exhibit A)

a) DISCOVER's Annual Budget as set forth in the attached Exhibit "A", shall

constitute, as between the County and DISCOVER, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement.

b) Each invoice and check payable to the vendor will be submitted by DISCOVER with the itemized detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of payment canceled check, receipt and performance of the goods or services invoiced.

c) Prior to disbursement of the Check or Electronic Funds Transfer (EFT) to the Vendor, the TDC Executive Director or his/her designee will audit and initial the original check or EFT prior to disbursement from the Agency Operating Account.

d) DISCOVER shall be paid for these actual costs by submitting an Operating Expense Invoice to the County with all appropriate documentation as required by the Clerk & Comptroller. Each invoice will provide a check register detailing the vendor payment, the ledger account number and account name of the expense distribution, subtotaled by expense category and totaling to the requested invoice reimbursement.

e) DISCOVER shall be reimbursed for Payroll and this must be processed as a separate Payroll Expense Invoice after each pay period, with payroll disbursement registers provided including proof of payment as the supporting documentation.

f) Each individual reimbursement request will include a reimbursement checklist completed by the initiator. The expense and payroll invoice will include reimbursement checklist from requesting DISCOVER initiator approved by the Director of Finance/or Senior Finance Executive. This reimbursement request will be approved by the

TDC Executive Director or his/her designee, prior to the submission to the Clerk & Comptroller for reimbursement. If checklists are not included or completed and approved, the payment request will be returned to DISCOVER.

g) DISCOVER will be encouraged to implement Automated Clearing House (ACH) for reimbursements from the Clerk & Comptroller directly to DISCOVER Agency Operating account when available from the Clerk's Office.

h) At the close of the fiscal year, these submissions will be treated in accordance with fiscal year-end procedures. Reimbursements will be processed up to 45 days after the end of the fiscal year. Submissions after 45 days will be applied to the subsequent fiscal year.

2. Travel & Entertainment Reimbursement Requests

a) Presently reimbursement for travel and entertainment is submitted using non-electronic paper travel reimbursement forms with supporting documentation.

b) All travel and entertainment reimbursement requests shall be submitted within sixty (60) days after the expenses are incurred. Any expenses after 60 days of travel may be reimbursed by the County only upon the express written approval of the TDC Executive Director or his/her designee and within the limitations imposed by law upon the County.

c) The TDC Executive Director encourages DISCOVER and the Clerk & Comptroller to implement electronic travel reimbursement for all travel and entertainment expenses. Maintaining the audit and review process prior to the distribution from the agency operating account will continue to be the highest priority.

d) All disbursements of travel and entertainment expenses, whether payments to the credit card company or to the employee, must be submitted to the TDC Executive Director or his/her designee for approval prior to distribution to the agency operating account. Post approval by TDC Executive Director may apply if credit card late fee could be triggered.

e) At the close of the fiscal year, these submissions will be treated in accordance with fiscal year-end procedures. Reimbursements will be processed up to 45 days after the end of the fiscal year. Submissions after 45 days will be applied to the subsequent fiscal year. Travel reimbursements made after sixty (60) days are the responsibility of the Agency to determine if taxable to the employee.

3. Non-Travel & Entertainment Operating Expense Reimbursement Requests

a) The reimbursement for operating expenses where vendors are only willing to accept payment via credit card (examples of these would-be Google AdWords, Facebook paid advertising) must be separated and submitted on Non-Travel Reimbursement Requests forms.

b) All disbursements of operating expenses by payments to the company, credit card company or to the employee credit card must be submitted to the TDC Executive Director or his/her designee for approval prior to distribution from the public funds account. Post approval by TDC Executive Director may apply if credit card late fee could be triggered.

4. Credit Card Statements used for Travel or Operating Expense Reimbursement

a) All statements should contain the cardholder's name.

- b) In the event a personal credit card is used, a partial statement will be accepted as long as the specific charge for which payment is requested can be verified.

5. Revenue Offset for Programs and Events

Any expenses incurred for a revenue generating program or event, where tourist development tax may be requested to fund all or a portion of the program or event, if dollars are generated from sponsorships or admissions, then the reimbursement request for the cost of the program or event, must contain documentation showing all sponsorships and/or admissions revenue received, offsetting the expense prior to reimbursement. The County will only reimburse the cost of the program or event after the application of all revenues and the County will only reimburse the Net Amount. When a County Direct Grant is awarded to DISCOVER to perform as the Grantee, and DISCOVER is acting as the event servicing manager of the program or event on behalf of a recognized governing body, this process will not apply.

6. Budget Transfers

Budget transfers and budget line item management will occur between DISCOVER and TDC Administration. Spending for Personnel, Marketing and Promotion and General and Administrative are monitored using program budgets by categories and are reviewed with the TDC Board quarterly. During the annual budgeting process, all agencies are required to detail any variances at the line item budget detail which are 10% or higher than the previous year Budget.

- 5. Reporting. Discover shall provide certain reports to the TDC, through the TDC's Executive Director, on a regular basis. These reports shall consist of (1) monthly report which shall consist of a summary of the duties and services which have been

performed pursuant to this Agreement; (2) semi-annual reports relating to Performance Measures as specified in paragraph 7. B and semi-annual reports relating to Discover's Conflict of Interest policy in a form and as detailed as required by the TDC; and (3) any other reports as may be requested by the TDC's Executive Director that relate to the duties and responsibilities of Discover under this Agreement.

6. Policies and Procedures; Performance Criteria.

A. Policies and Procedures. Discover shall develop guidelines, policies and procedures, which, upon approval by the TDC/COUNTY, shall further govern Discover in its performance of the duties and services contemplated by this Agreement. The guidelines, policies and procedures shall be reviewed at least annually to determine if they are appropriate and accomplishing their intended purposes. Revisions may be made when deemed necessary by the parties. Discover shall in the performance of its duties provided for in this Agreement, adhere to and act in conformity with the policies set forth in the following attachments:

Exhibit "B" - Moving Expense Reimbursement Policy
Exhibit "C" - Conflicts of Interest Policy
Exhibit "D" – Non-Discrimination Policy
Exhibit "E" - Procurement Policy
Exhibit "F"- Convention Center Booking Policy
Exhibit "G" - Travel and Entertainment Policy
Exhibit "H" – Performance Measures
Exhibit "I"- Salary Ranges
Exhibit "J"- Compensation Policy
Exhibit “K” - Organizational Chart
Certificate of Insurance

The provisions of this Agreement, including the policies set forth in the Exhibits listed above shall have control over any provisions of Discover's guidelines, policies and procedures

which may be in conflict with the provisions, except any guideline, policy or procedure which may hereafter be adopted by Discover and approved by the COUNTY.

B. Annual Review: Performance Measures. The Executive Director of the TDC will prepare and submit to the TDC and Chair of Discover's Board an annual evaluation of Discover's performance of its duties under this Agreement. Such evaluation will be discussed with the Executive Committee of Discover's Board and its President & CEO prior to submission to the TDC. The evaluation of Discover's performance shall be completed prior to Discover's evaluation of its President and CEO. In the performance of its duties under this Agreement, Discover agrees to make good faith efforts to achieve the performance measures and budget goals established at the beginning of the fiscal year, in keeping with industry standards. The performance measures are attached hereto and incorporated herein as Exhibit "H". The annual budget is attached hereto and incorporated herein as Exhibit "A". Such exhibits shall be updated annually as part of the annual Marketing Plan approved by the TDC under paragraph 1-A.

C. Contracts: Independent Contractor. All contracts for professional and consulting services entered into by Discover under this Agreement shall be in writing and shall state that Discover is an independent contractor of COUNTY and does not have the authority to enter into any contract on COUNTY's behalf or to bind COUNTY to any such contract and shall further state, unless consented to by COUNTY in writing, that COUNTY shall not be liable for any services rendered or goods delivered under said contracts regardless of the receipt by COUNTY of any benefits thereunder.

D. Approvals by County. Any approvals, adoptions, consents or acceptances of COUNTY required by this Agreement shall require the prior written approval, adoption, consent or acceptance of the Board of County Commissioners of Palm Beach County, unless otherwise provided herein, and shall as a condition precedent to said approval, adoption, consent or

acceptance of the Board of County Commissioners of Palm Beach County require action and endorsement by the TDC in accordance with Ordinance No. 95-30, as amended, (as set forth in Palm Beach County Code Chapter 17, Article III) and Resolution R-83-944, as it may be amended from time to time. The Executive Director of the TDC shall place all items to be considered by the TDC on the meeting agenda thereof and shall make his/her recommendation to the TDC on any item.

E. Property Control. All furniture or equipment acquired by or for the use of Discover which was or will be paid for by or reimbursed from Tourist Development Tax funds shall be purchased in accordance with the COUNTY's purchasing procedures and guidelines and shall be subject to the tagging and inventory requirements of Chapter 274, Florida Statutes, as may be amended and applicable property control procedures of the COUNTY. Said furniture and equipment shall be and remain the property of COUNTY. Discover shall use the furniture and equipment in a careful and prudent manner and shall maintain it in good repair and condition, ordinary wear and tear excepted.

F. Financial Procedures: Accounting and Use of Non-Public Funds. Discover's policies and procedures shall make provision for one or more separate accounts for receipt of non-public revenues received by Discover such as membership dues, referral fees, participation fees, event fees and any other Non-Public Funds (NPF) and contributions which may be used for the payment from such expenses of Discover that are not reimbursed pursuant to paragraph 3 of this Agreement regarding compensation and method of payment. Private (NPF) contributions may augment Category "A" funds, reduce and/or offset requests for COUNTY payment or reimbursement or be used to pay for expenses which are not eligible for Tourist Development Tax revenues. Discover shall incur and pay only such expenses as are lawful, ordinary and necessary administrative and operating expenses incurred in connection with the marketing and promotion

of Palm Beach County tourism, including, when applicable, marketing of the Palm Beach County Convention Center as described herein.

Discover has established a written policy which sets forth financial procedures for the handling and management of "Non-Public Funds". Discover has submitted such policy to the Executive Director of the TDC and the County Administrator and/or his/her designee, for review and approval. Discover shall comply with such policy and shall review and provide proposed updates to the policy to the TDC and/or County Administrator or his/her designee annually.

G. Audit/Role of Audit & Finance/Budget Standing Committees. Discover shall maintain the following committees, as established in its bylaws and shall carry out the following functions: The Audit Committee shall ensure that Discover has an independent audit of its financial statements conducted annually by a qualified independent auditor/firm in accordance with generally accepted accounting principles, shall recommend the independent auditor/firm for full Discover Board approval, shall receive the audit report and any other reports relating to the audit or to the assets and collection management practices of Discover, and shall periodically report the auditor's findings and recommendations to Discover's Board of Directors. The auditor and the Chair of Discover's Board or his/her Board designee shall present the audit including the management letter to the TDC's Finance Committee. Upon review by the Finance Committee and the COUNTY's Internal Auditor, the Audit shall be presented to the Tourist Development Council. In the event the Finance Committee determines that any matters relating to its review of the Audit require consideration by the TDC, Discover's auditor and Board Chair or his/her designee shall be required to attend the TDC meeting at which the Audit will be considered.

Discover's contract with an independent auditor shall be for an initial term of three (3) years with two (2) two-year renewal options at the discretion of Discover. Discover's current independent auditor may compete in the bid process with the understanding that, if selected for a

new contract, the current independent auditor will provide a new engagement partner for the contract. Discover will rebid the contract for an independent audit service no less frequently than every 7 years. Reference audit procedure 4.B.9.

The Finance/Budget Committee shall coordinate Discover's Board's financial oversight responsibilities by recommending policy to Discover's Board, interpreting it for the staff, and monitoring its implementation. The Finance/Budget Committee shall monitor Discover's financial records; review and oversee the creation of accurate, timely, and meaningful financial statements to be presented to Discover's Board; review the annual budget and recommend it to the full Discover Board for approval; monitor budget implementation and financial procedures; review internal financial controls; monitor budget assets; monitor compliance with federal, state, and other reporting requirements; review the organization's insurance coverage; and help the full Discover Board understand the organization's finances. Discover shall provide a copy of the audit along with the accompanying management letter to the TDC. The report of the audit shall be available for inspection pursuant to paragraph 12 of this Agreement.

H. Legal Counsel. The contract of Discover's legal counsel shall be resolicited at least every five (5) years; however Discover will not be required to hire different counsel at the time of resolicitation. The contract with the lawyer or legal firm shall consist of an initial term of three (3) years with two (2) one (1) year renewals at the option of Discover.

I. Certifications. Discover shall maintain its certification by Destination Marketing Association International. Discover will maintain and inform the Executive Director of the TDC of the accreditation renewal schedule and the requirements of the renewal six months prior to its occurrence.

7. Independent Contractor. Discover is and shall be in the performance of all work, services and activities under this Agreement an independent contractor and not an agent or servant of the

COUNTY. The officers, employees, servants and agents of Discover shall not be considered to be officers, employees, servants or agents of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Discover's sole direction, supervision and control. Discover shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Discover's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as officers, employees, agents or servants of Palm Beach County.

8. Non-Discrimination. During the performance of this Agreement, Discover agrees as follows:

A. Discover will not discriminate against any employee or applicant for employment upon the grounds of race, religion, color, national origin, sex, age, handicap, ancestry, disability, familial status, sexual orientation, gender identity and expression, marital status, or genetic information with respect to, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Prior to execution of a contract with the COUNTY, Discover shall submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements as set forth in Resolution R-2014-1421, as may be amended. In the event that the Discover does NOT have a written non-discrimination policy, Discover shall sign and submit to the COUNTY a statement affirming that its non-discrimination policy conforms to the commitments set forth herein.

B. Discover will provide to the TDC an annual report which will then be submitted to COUNTY's Board of County Commissioners at its request on the ethnic/racial composition of Discover's staff. Such report shall be based upon a survey in which each employee's participation

is voluntary, and shall include the categories of white, black, Asian, Hispanic, Native American, and "other".

C. Discover will not discriminate against any subcontractor, potential contractor or participant hereunder, upon any of the above prohibited grounds.

9. Non-Competition. Discover shall not provide services or perform duties of a nature substantially similar to those contained in this Agreement regarding any resort area or tourist attraction on behalf of any association, corporation, person, group, or public or private agency or any other legal entity, other than Palm Beach County except that Discover may enter into strategic alliances with other bureaus and entities in the region with the goal of attracting regional events, group bookings or international airline service, among others. Alliances with other bureaus relative to Convention Sales and other cross promotional programs shall also be exempt from this provision.

10. Certification of Conduct. Discover hereby certifies that it will not attempt in any manner to improperly influence any specifications, or be unlawfully restrictive regarding any purchase of services or commodities by the COUNTY.

11. Certificate of Authority and No Conflict. Discover hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY, and that it is not and will not be violating either directly or indirectly any conflict of interest statute or any other applicable statute by the performance of this Agreement.

12. Availability of Records.

A. Discover shall maintain and preserve records, books, documents, papers, and financial information pertaining to work performed under this Agreement. Discover agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of three (3) years

after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers, and records of Discover. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

B. The parties expressly agree that any and all records of Discover relating to this Agreement are to be considered public records, subject to the provisions of Chapter 119, Florida Statutes, and provided such records are not otherwise exempt from disclosure under Chapter 119 or any other applicable provision of law.

C. During the term of this Agreement, the COUNTY is hereby granted the power to designate any or all records of Discover as public records under Chapter 119, Florida Statutes, by resolution of the Board of COUNTY Commissioners, making such designation, regardless of whether said records are presently deemed public records by law.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if Discover: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., Discover shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. Discover is specifically required to:

(i) Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

(ii) Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119 or as otherwise provided by law. Discover further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

(iii) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if Discover does not transfer the records to the public agency.

(iv) Upon completion of the Agreement, Discover shall transfer, at no cost to the COUNTY, all public records in possession of Discover unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If Discover transfers all public records to the COUNTY upon completion of the Agreement, Discover shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If Discover keeps and maintains public records upon completion of the Agreement, Discover shall meet all applicable requirements for retaining public records. All records stored electronically by Discover must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of Discover to comply with the requirements of this article shall be a material

breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Discover acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE DISCOVER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DISCOVER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

13. Findings Proprietary. Any reports, information or data given to, prepared or assembled for or by Discover under this Agreement which the COUNTY requests be kept as proprietary shall not be made available to any individual or organization without the prior written approval of the COUNTY, unless otherwise required by law. No material produced in whole or in part hereunder shall be subject to copyright in the United States or in any other country by any party other than by the COUNTY or by Discover under conditions specified herein. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use any reports, data, or other materials prepared under this Agreement.

14. Intellectual Property. All logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes, and other intellectual property created by or on behalf of Discover or the COUNTY under this Agreement or otherwise under Category "A" of the COUNTY's Tourist Development Plan shall be the property of the COUNTY, and Discover hereby assigns to the COUNTY any and all rights Discover has or may acquire in such intellectual property, including, but not limited to, the trade name "Discover the Palm Beaches", the official Tourism Marketing Corporation for Palm Beach County. The COUNTY hereby grants an

exclusive license to Discover for the use of such intellectual property during the term of this Agreement for the purpose of carrying out Discover's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement including required approvals by the COUNTY, and provided further, that any and all revenues derived from such use by Discover shall be applied solely to the performance enhancement of Discover's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by Discover to the COUNTY. Discover shall take no action inconsistent with the COUNTY's rights in such intellectual property, and will take reasonable actions, including registration or assignment of trademarks and trade names, as necessary and appropriate to protect the COUNTY's rights in such property. Discover is authorized and directed to include the COUNTY's name and logo and the names of the current members of the COUNTY's Board of County Commissioners in any publications of Discover primarily intended for local "in county" distribution.

15. Prohibition of Assignment. Discover shall not assign, sublet, convey or transfer in whole or in part its interest in this Agreement, without the prior written consent of the COUNTY.

16. Conflict of Interest. Neither Discover, nor its officers, directors, agents or employees shall acquire any interest, either directly or indirectly, which would conflict in any manner with the duties, obligations or the performance of services provided for in this Agreement. In addition, Discover's bylaws or policies and procedures shall incorporate the Conflicts of Interest Policy attached hereto as Exhibit "C". Discover shall act in compliance with and enforce such policy.

17. Authority to Practice. Discover hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY upon request. In addition, Discover

shall at all times, conduct its business activities in a responsible manner and in compliance with any and all applicable ordinances, statutes, laws or regulations.

18. Insurance. Discover shall maintain in full force and effect at all times during the life of this Agreement, the types of insurance coverages and limits required in this paragraph and has been approved by the COUNTY in order to execute its role under this Agreement.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Discover shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall name the COUNTY as an additional insured, and shall clearly indicate that Discover has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and to the extent allowable by the insurer that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve Discover of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. Discover shall maintain during the life of this Agreement and any renewal thereof, comprehensive general liability insurance, including contractual liability insurance, in an amount no less than One Million Dollars (\$1,000,000) per occurrence to protect Discover from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by Discover or by anyone directly employed by or contracting with Discover.

C. Comprehensive Automobile Liability Insurance. Discover shall maintain, during the life of this Agreement and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage liability to protect Discover from claims for damages for bodily and personal injury, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by Discover or by anyone directly or indirectly employed by Discover.

D. Workers' Compensation Insurance. Discover shall maintain during the life of this Agreement, or any renewal thereof, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Chapter 440, Florida Statutes.

E. Fidelity Bond. Discover shall maintain in force during the life of the Agreement a Third Party Commercial Fidelity Bond in the amount of Two Million Dollars (\$2,000,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies or finances; provided, however, the County Administrator or his/her designee may authorize a bond in such lesser amount (but in no event less than One Million Eight Hundred Thousand Dollars (\$1,800,000)) as may be available in the marketplace after diligent effort; and provided further, however, that in such case Discover will reapply for coverage in an amount not less than Two Million Dollars (\$2,000,000) within one hundred and twenty (120) days from the effective date of this Amended and Restated Agreement. Such bond shall include or be endorsed to cover "third party" liability and include a third party beneficiary endorsement in favor of the COUNTY.

F. Directors and Officers Insurance. Discover shall maintain during the life of this Agreement Directors and Officers Insurance in the amount of One Million Dollars (\$1,000,000).

19. Indemnification. Discover shall indemnify, save and hold harmless the COUNTY, its officers, employees, servants and agents from and against any and all claims, liabilities, losses and/or causes of actions which may arise from any intentional or negligent act or omission of Discover, its officers, directors, employees, and agents in the performance of services under this Agreement. Discover further agrees to indemnify, save, hold harmless and defend the COUNTY, its officers, employees, and agents from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of Discover, for which the COUNTY, its officers, employees, and agents are alleged to be liable.

20. Term of Agreement. Except as provided herein to the contrary, this Agreement shall be in effect until September 30, 2022. This Agreement may be modified only upon mutual agreement in writing.

21. Termination. The COUNTY or Discover may terminate this Agreement at any time without cause by giving the other one hundred eighty (180) days advance written notice of such termination and specifying the effective date thereof. If Discover or the COUNTY, at any time during this Agreement, or any renewal thereof, should be in default (i.e. a material breach) of any term, provision or covenant of this Agreement, and shall fail to remedy such default within thirty (30) days after written notice from the other, then if such default is not cured, the non-defaulting party may at its option terminate this Agreement by giving the other written notice of its election to terminate this Agreement at least ten (10) days prior to the date of said termination. In the event the Board of County Commissioners shall decide to terminate this Agreement without cause, Discover shall have an opportunity to appear before the Board of County Commissioners prior to the effective date of the termination of this Agreement to present its position and obtain clarification as to the reasons for such termination.

22. Ordinance Amendment. Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Palm Beach County Tourist Development Ordinance No. 95-30, as amended, (Palm Beach County Code Chapter 17, Article III), as the COUNTY may from time to time deem appropriate.

23. Performance and Obligation to Pay. Discover's performance and the COUNTY's performance and obligation to pay under this Agreement are contingent upon the allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of the Tourist Development Tax funds designated in COUNTY's Tourist Development Plan for Category "A" uses and an annual appropriation by the COUNTY for the purposes and uses provided for in this Agreement and the attached Exhibit "A".

24. Amendment. This Agreement shall constitute the whole Agreement between the parties unless otherwise amended in writing. Any failure by COUNTY to require strict performance by Discover or any waiver by the COUNTY of any provision of this Agreement shall not be construed as a consent or waiver of any other breach of the same or any other provision.

25. Notices. All notices required by this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY, shall be mailed to:

County Administrator
301 N. Olive Avenue, 11th Floor
West Palm Beach, FL 33401

with a copy to:

County Attorney
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

with a copy to:

Executive Director
Tourist Development Council
2195 Southern Boulevard

Suite 500
West Palm Beach, FL 33406

and if sent to Discover, shall be mailed to:

President & CEO
Discover Palm Beach County, Inc.
2195 Southern Boulevard
Suite 400
West Palm Beach, FL 33406

26. Public Entity Crimes. As provided in Section. 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, Discover certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

27. Small Business Enterprise. Discover shall comply with the provision of the Palm Beach County Small Business Ordinance as codified in Sections 2-80.21 through 3-81.34 (as amended) of the Palm Beach County Code, which sets forth the COUNTY's requirements for the Small Business Enterprise (SBE) program, and shall utilize such provisions when seeking bids or proposals for vendors/contractors under this Agreement.

28. Advertising, Recruiting and Job Information.

A. Job Advertising. Discover shall undertake advertising of the job openings in Palm Beach County to provide sufficient notice to Palm Beach County's residents concerning the availability of Discover's new positions. The advertising regarding the new jobs at Discover's facility in Palm Beach County must be countywide, include Hispanic and Minority news venues, and not limited to a single advertisement.

29. Job Availability. Discover shall coordinate with the following agency regarding new job opportunities:

CareerSource Palm Beach County
1951 N Military Trail, Suite D
West Palm Beach, FL 33409
Attention: Executive Director

Employment should reflect, to the greatest extent feasible, the racial, gender and ethnic make-up of the community.

30. Public Meeting Notice. Discover agrees to publicly notice all of its Executive and Full Board meetings and Committee meetings on Palm Beach County's website at least five (5) calendar days prior to said meeting(s). Said notice(s) shall include the time and location of the meeting(s).

31. Palm Beach County Office of the Inspector General Audit Requirements. Pursuant to Palm Beach County Code, section 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

32. Palm Beach County Code of Ethics. The BCC appointees to Discover shall comply with the provisions of the Palm Beach County Code of Ethics, Sections 2-441 through 2-448 (as amended from time to time) of the County Code.

Pursuant to the PBC Code of Ethics, A ticket, pass or admission in connection with public events, appearances or ceremonies related to official COUNTY or municipal business, if furnished by a nonprofit sponsor organization of such public event, or if furnished pursuant to a contract between the event sponsor and the COUNTY or municipality as applicable provided the sponsor organization does not employ a lobbyist, and further provided the ticket, pass or admission is given by a representative of the sponsor organization who is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the ticket, pass or admission must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(f)(1) and (f)(2).

Expenditures made in connection with an event sponsored by a nonprofit organization funded in whole or in part with public funds whose primary function is to encourage and attract tourism or other business opportunities for the benefit of Palm Beach County or the municipalities as applicable, provided the sponsor organization does not employ a lobbyist, and further provided that the invitation to the event is made by a representative of the sponsor organization and the representative is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the expenditure must be disclosed in accordance with the gift law reporting requirements of subsections 2-444(f)(1) and (f)(2).

33. No Third Party Beneficiaries. No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or Discover.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

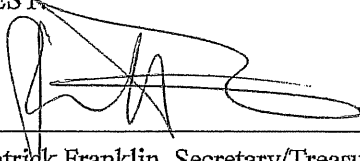
By: _____
Deputy Clerk

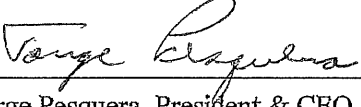
By: _____
Paulette Burdick, Mayor

(SEAL)

ATTEST:


DISCOVER PALM BEACH
COUNTY, INC.


By: 
Patrick Franklin, Secretary/Treasurer

By: 
Jorge Pesquera, President & CEO

(SEAL)

Approved as to form and legal sufficiency:

By: 
Rikki Lober Bagatell
Discover Attorney

Approved as to terms and conditions:
By: 
Glenn Jergensen
TDC Executive Director

Approved as to form and legal sufficiency:
By: _____
Dawn S. Wynn
Senior Assistant County Attorney

PALM BEACH COUNTY
Discover The Palm Beaches
Exhibit A

Description	FY15 Actual	FY16 Actual	FY 17 Budget	FY17 Modified Budget	FY17 Forecast	FY18 Budget
Personnel	\$ 3,809,981	\$ 4,052,732	\$ 4,832,771	\$ 4,832,771	\$ 4,492,771	\$ 5,117,886
Marketing & Promotion	\$ 7,212,091	\$ 9,899,664	\$ 9,368,305	\$ 9,748,305	\$ 9,942,181	\$ 9,779,055
General & Administrative	\$ 426,669	\$ 513,029	\$ 913,924	\$ 913,924	\$ 1,060,048	\$ 1,103,059
Total Discover Contract	\$ 11,448,741	\$ 14,465,425	\$ 15,115,000	\$ 15,495,000	\$ 15,495,000	\$ 16,000,000
Marketing Stimulus/Incentive	\$ 325,900	\$ 43,627	\$ 110,560	\$ 130,474	\$ 110,590	\$ 19,884
County Direct	\$ 308,703	\$ 309,047	\$ 387,456	\$ 387,456	\$ 387,456	\$ 393,735
Total Discover Expenses	\$ 12,083,344	\$ 14,818,099	\$ 15,613,016	\$ 16,012,930	\$ 15,993,046	\$ 16,413,619
Reserves	\$ 4,687,674	\$ 4,320,419	\$ 1,625,672	\$ 1,857,783	\$ 3,356,748	\$ 1,632,819
Total Discover Available Funds	\$ 16,771,018	\$ 19,138,518	\$ 17,238,688	\$ 17,870,713	\$ 19,349,794	\$ 18,046,438

EXHIBIT "B"

MOVING EXPENSE REIMBURSEMENT POLICY

The Bureau may be reimbursed by Palm Beach County, solely from tourist tax funds for moving expenses for employees hired for executive, administrative and professional positions.

Employees hired for positions in Pay Grade 21, or higher, may be reimbursed up to 75% of their moving expenses but not to exceed \$5,000 unless provided otherwise in a written agreement. Such written agreement may provide for reimbursement of actual and reasonable moving expenses in an amount not to exceed \$25,000, after obtaining written estimates as provided in the Policy and approval by the County Administrator or his/her designee.

Eligible employees shall submit three (3) written estimates and a paid invoice to the Bureau, who shall then submit the payment request to the Executive Director of the Tourist Development Council for certification of compliance with this Policy. Acceptance of less than three estimates will be permitted only on a showing that three qualified vendors were not available.

Employees who have been reimbursed for moving expenses and who for any reason terminate their employment with the Bureau within one year from the date of employment, must reimburse the Bureau the full amount of the moving expenses originally paid. The Bureau will, in turn, reimburse Palm Beach County.

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EXHIBIT "C"

CONFLICTS OF INTEREST

Each Director shall be governed by the following Policy with respect to conflicts of interest. Each member of the Board of Directors has a duty to place the interest of the Corporation foremost in any dealings with or on behalf of the Organization. No Director shall use his or her position, or the knowledge gained therefrom, in such a manner that a conflict arises between the interest of the Corporation and his or her personal interests, except as may be permitted by the following Policy.

(1) Potential Conflict of Interest

- (a) Any Director has a potential conflict of interest if that Director has a Financial Interest or is a party to any other circumstances substantial enough that such Financial Interest or other circumstance would, or reasonably could, affect his or her judgment as a Director. A Financial Interest exists if the Director has, directly or indirectly, through business, investment or family:
 - (i) An actual or potential ownership or investment interest in any entity with which the Bureau has a transaction or arrangement; or
 - (ii) An actual or potential compensation arrangement with any entity or individual with which the Bureau has or is negotiating a transaction or arrangement.
- (b) Compensation includes direct or indirect remuneration, as well as gifts or favors that are substantial in nature. This does not preclude the acceptance of items of nominal or insignificant value, or entertainment of nominal or insignificant value, which are unrelated to any transaction or activity of the Bureau.

(1) Procedure for Addressing the Potential Conflict of Interest

- (a) Whenever a Director has knowledge of a potential conflict of interest with respect to that Director, the Director must disclose the existence of the potential conflict of interest to the Chair (or, if the Director is the Chair, to the Board). If any Director shall become aware of facts that may constitute a potential conflict of interest by another member of the Board, he or she shall bring such facts to the attention of the Chair (or, if the Director is the Chair, to the Board). Upon receipt of an assertion of a potential conflict of interest involving a Director, from another Director or any other source; the Chair shall notify the Director involved of the asserted potential conflict of interest, and shall determine whether there exists a potential conflict of interest, as defined in this Policy. (If the Director involved is the Chair, the determination shall be made by the Board.)
- (b) In any case where a Director contests a determination of the Chair of the existence of a potential conflict of interest (or where the Director involved is the Chair), the Director shall be given the opportunity to disclose all material facts to the Board and to respond to their questions with respect to the matter, and the Board shall determine whether there exists a potential conflict of interest, as defined in this Policy.
- (c) In any case in which:
 - (i) a Director has declared the existence of a potential conflict of interest;
 - (ii) the Chair has made an uncontested determination of the existence of a potential conflict of interest; or
 - (iii) the Board has made a determination of the existence of a potential conflict of interest, then
 - (iv) during any Board consideration of any Board action relating to the potential conflict of interest, the Director shall declare the potential conflict of interest, shall make a full disclosure of all material facts with respect to the potential conflict of interest, shall absent

himself or herself from Board consideration of the matter, and shall record a vote of abstention on any vote respecting the matter, such declaration, disclosure, absence, and abstention to be reflected in the minutes of the meeting, and

- (v) the Board shall take any such other action as may be necessary or appropriate under applicable law and contractual obligations of the Corporation.
- (d) As much as is possible, conflicts of interest are to be avoided, and in each case the Board shall where feasible make reasonable efforts to enter into an equally or more advantageous transaction or an agreement with a person or entity that would not give rise to a potential conflict of interest. However, the fact that a Director has a potential conflict of interest with the Corporation does not necessarily mean that a transaction or arrangement cannot occur. There may be occasions when the Board desires to engage in the transaction or arrangement, even with the potential conflict of interest. Transactions or arrangements are permissible if:
 - (i) Material facts are disclosed, and a majority of the disinterested Directors approves the transaction or arrangement in good faith; and
 - (ii) The transaction or arrangement is fair to the corporation and in the best interest of the corporation.
- (e) The procedure to be used for determining that a particular transaction or arrangement is fair to the Corporation and in the best interests of the Corporation is a favorable vote, as provided under these Bylaws, by those Directors who are not involved in the potential conflict of interest. Nevertheless, if required in the judgment of the Board, resolution of any potential conflict of interest may necessitate:
 - (i) not entering into the transaction or arrangement;
 - (ii) the termination of a Directors relationship with a particular vendor or other entity, or
 - (iii) resignation by a Director as a member of the Board of Directors.
- (3) Noncompliance with Policy
 - (a) If the Chair has reasonable cause to believe that a Director has failed to disclose a potential conflict of interest as defined in this Policy, the Chair shall inform the Director of the basis for such belief and afford the Director an opportunity to explain the alleged failure to disclose.
 - (b) If the Chair determines that the Director has in fact failed to disclose a potential conflict of interest as defined in this Policy, the matter will be referred to the Board and the Board shall take appropriate disciplinary or corrective action.
- (4) Annual Disclosure, Annual Review
 - (a) Each Director shall annually complete a disclosure form identifying any relationships, positions, or circumstances which he/she believes, could contribute to a potential conflict of interest as defined herein.
 - (b) Each new Director shall be required to review a copy of this Policy and to acknowledge in writing that he/she has done so.
 - (c) This Policy on Conflicts of Interest shall be reviewed annually by the Board.

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EXHIBIT"C"

BOARD OF DIRECTORS OF DISCOVER
PALM BEACH COUNTY, INC. dba
DISCOVER THE PALM BEACHES

CONFLICTS OF INTEREST

Disclosure Form for the Fiscal Year beginning: _____

Name:

Please describe any relationships, positions or circumstances in which you are involved that could contribute to a potential conflict of interest as defined in the Policy on Conflicts of Interest as adopted by the Board of Directors of the Discover Palm Beach County, Inc. dba Discover The Palm Beaches (DTPB). Such relationships, positions, or circumstances might include service as a director of or consultant to a nonprofit organization receiving a grant from the DTPB, or ownership of a business that might provide goods or services to the DTPB, All information regarding business interest shall be treated as confidential to the extent permitted by law and shall be made available only to the Chair except to the extent disclosure is necessary in connection with the implementation of this Policy. I am not aware of any potential conflicts of interest. The following relationships may give rise to a potential conflict of interest: I hereby certify that the above information is true and complete to the best of my knowledge, and agree to abide by the DTPB Policy on Conflicts of Interest.

Signature _____ Date: _____

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NON-DISCRIMINATION POLICY

Exhibit "D"

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Discover is required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event Discover does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, Discover shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- ☐ Discover hereby acknowledges that it does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Discover hereby acknowledges and affirms by signing below that it will conform to Palm Beach County's nondiscrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

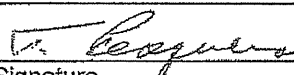
OR

- ☒ Discover hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

- ☐ Discover hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Discover hereby acknowledges and affirms by signing below that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended. Discover shall notify Palm Beach County in the event it no longer maintains a written or non-written nondiscrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

DISCOVER:


Signature

Jorge Pesquera
Name (type or print)

President/CEO
Title

MASON



DISCOVER
THE PALM BEACHES
FLORIDA

Employee Handbook



Section 1 - Governing Principles of Employment

1-1. Employment at Will

All employment is considered "at will" meaning that employees or DPB may end the employment relationship at any time, with or without cause or notice.

1-2. Work Related Problems/Open Door Policy

If an employee notices and existing or developing problem, or has a problem or complaint, the employee should discuss the matter with their supervisor so that a solution may be reached as promptly as possible. Employees that do not wish to discuss with their supervisor, or if a solution cannot be reached with their supervisor, are encouraged to discuss the matter with the Vice President, Finance & Administration or the President. The Company will not allow any form of retaliation against individuals who bring complaints or job-related problems to Management's attention.

1-3. Equal Employment Opportunity

DPB is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to the Human Resources Department.

Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees or their family members.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to disciplinary action, up to and including discharge. All employees must cooperate with all investigations:

EXHIBIT E

PROCUREMENT POLICY

Contracts entered into by the Agency in accordance with this Agreement shall be subject to the following guidelines and requirements. It shall be the responsibility of Agency Management to educate staff who make purchases as to the Agency's obligations under this Agreement. Failure to follow these guidelines may result in non-reimbursement of Agency Expenses. Procurement shall be conducted for the following categories hereof:

Awards will be made to the lowest responsive, responsible bidder or proposer whose offer is determined to be the most advantageous to the Agency in its performance of its duties in accordance with the terms of this Agreement. Evaluation of bids, offers and proposals shall be based upon the criteria established by the Agency and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining a contract which is in the best interests of the Agency in the performance of its duties, obligations and functions as provided in this Agreement.

A. Contracts and purchases shall be made in accordance with the following procedures:

1. Less than \$5,000. The Agency may contract to purchase goods or services less than \$5,000 by obtaining oral quotes for the goods or services. A competitive process is encouraged and both SBE and Local Preference should be considered in making these purchases.
2. Between \$5,001 and up to \$50,000. The Agency may contract to purchase goods or services between \$5,001 and up to \$50,000 by obtaining a minimum of three (3) written quotations (RFQ) for each item or group of items needed. The Agency will obtain a minimum of three (3) written quotes and provide documentation or justification to the satisfaction of the County for any lack thereof. Requests for quotations will be mailed, faxed, or e-mailed to all prospective bidders, as feasible.
3. Between \$50,001 and up to \$100,000. The Agency may contract to purchase goods and services between \$50,001 and up to \$100,000 by obtaining a minimum of three (3) written proposals for Request for Submittal (RFS). Any bid or request for submittal for the purchase of goods or services over \$50,001 shall require the approval of the Executive Director of the TDC prior to contract execution by the Agency. The Agency will secure at least three (3) written submittals for each item or group of items needed and provide documentation or justification for lack thereof. Advertisements for written requests for proposals will be posted on the agency website under a public page inviting requests for submittals, published no less than one time in a trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the

service will be provided, as appropriate. Requests for submittals will be mailed or emailed to all prospective bidders, as feasible.

4. Exceeding \$100,001. Contracts for purchases exceeding \$100,001 will be entered into according to the following procedures:

- a. The Agency is responsible for drafting the Request for Proposal ("RFP") or Invitation for Bid ("IFB") to secure needed goods or services, and shall forward the IFB/RFP to the Executive Director of the TDC, with copy to the Assistant County Attorney assigned to the TDC.
- b. The Executive Director of the TDC will review and must approve the IFB/RFP to assure that the IFB/RFP meets the applicable requirements of this Agreement.
- c. The Agency is responsible for placing the advertisement and notifying prospective bidders.
- d. Responses will be evaluated by a Selection Committee composed of the following six individuals:

Agency President & CEO
Executive Director of TDC
Agency Chair or designee Board member
Agency Staff member
County Administrator or Designee
TDC Board Member

Once a committee for a specific procurement has been chosen, the committee may convey and make a recommendation provided there is a majority of members present.

The recommendation of the Selection Committee will be acted on by the Agency's Executive Committee or Full Board of Directors as dictated by the Agency By-Laws.

- e. Upon approval by the Agency's Executive Committee or Full Board, its recommendation will be placed on the agenda for the next scheduled meeting of the TDC.
- f. Upon approval by the TDC, the Executive Director of the TDC will place any contract item exceeding \$100,000 on the agenda for action by the Board of County Commissioners. If the Agency's Board or the TDC does not approve a recommended contract, then the matter will be referred back to the Selection Committee, which may select the second choice, cancel or re-advertise the RFP. The determination of the Board of County Commissioners shall be final.

- B. Vendor List. The Agency will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by the COUNTY. The Agency will solicit bids, quotes or proposals from responsible prospective suppliers, vendors or contractors obtained from the Agency's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.
- C. All purchasing procedures and dollar limits will be determined by the initial term of the contract multiplied by the annual contracted dollar amount and no contract will exceed five (5) years in duration.
- D. No contract or purchase shall be subdivided to avoid the purchasing guidelines and dollar level limit requirements provided for in this Agreement.
- E. Notwithstanding the requirements of Section A, the Agencies may purchase or contract for goods and services without competitive solicitation in the following cases:
1. Sole Source Purchases. The Executive Director of the TDC may authorize the purchase of goods or services without requests for bids, quotes or proposals when the Agency has provided evidence in writing independent of the vendor that such good or service is the only item that meets the need of the Agency and is available through only one source. In the event such documentation is not provided or available, proof of appropriate advertising may be used to substantiate a sole source vendor is the only source of goods or services or that only one item meets the need of the Agency. The request for Sole Source Purchase must be made prior to any contract execution by the Agency.
 2. Emergency Purchases. The Agency may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals, in cases of emergency. For purposes of this provision:
 - a. "Emergency Purchase" shall mean a procurement made in response to a need for goods or services when the delay incident to complying in the requirements of Section A would be detrimental to the interests, health, safety or welfare of the Agency. A State of Emergency issued for the County, series of Counties or the entire State of Florida will constitute an Emergency Purchase.
 3. Purchasing under Government Price Agreements. The Agency may procure goods and services hereunder from vendors who provide pricing that is equal to or better (less) than existing price agreements with the State of Florida, Palm Beach County, the municipalities of Palm Beach County, the Palm Beach County School Board and other TDC agencies or Florida tourism agencies or bureaus, provided such governmental entity, agency or bureau utilized a competitive process and, providing that Agency

accepts the same terms and conditions specified within the originating contract; and providing that the contractor extends the same terms and conditions of the contract to the Agency. Contracts and purchases made under such agreements will be deemed as lowest bidder.

4. Bid Awards. Awards under this paragraph will be made to the lowest responsive, responsible bidder whose offer is determined to be the most advantageous to the Agency in its performance of the activities or functions provided for in this Agreement. Evaluation of offers and proposals shall be based upon the criteria established by the Agency and approved by the Executive Director of the TDC, and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Upon the approval of the Executive Director of the TDC, discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining a contract which is in the best interests of the Agency in the performance of its duties, obligations and functions as provided in this Agreement.

F. Professional and Consulting Services. All contracts for professional or consulting services shall be evidenced by a written agreement which shall specify the services to be performed, the time period during which such services will be performed, the amount and form or method of compensation (e.g., retainer, expense reimbursement, direct cost, hourly or fixed fee, etc.), the method of cancellation or termination, remedies for non-performance, identify ownership of the product, and contain other standard contract language. These contracts are still subject to the requirements of Section A. All other requirements of this Exhibit L - shall apply to these contracts.

EXHIBIT "F"

CONVENTION CENTER BOOKING POLICY

It is the mission of the Palm Beach County Convention Center to maximize the economic impact generated by out of town visitors' attendance at conventions, trade shows and any other events taking place at the venue. It is the parties' intention that responsibility for events being booked into the Palm Beach County Convention Center will be the joint responsibility of both Discover The Palm Beaches and the firm operating the Palm Beach County Convention Center on behalf of Palm Beach County. Discover The Palm Beaches and the management firm operating the Palm Beach County Convention Center will collaborate in achieving the best possible combination of event bookings that generate the highest economic impact and brand awareness for the County. The key criteria for evaluating and targeting events includes: number of visitors and room nights generated as well as building , hotel revenue and economic impact to Palm Beach County. Discover The Palm Beaches and the Palm Beach County Convention Center Staff will work collaboratively with TDC Executive Director toward joint goals relative to future contracted bookings and actualized room nights. The group sales component shall also include a program of financial incentives for attracting group business that is competitive with current industry practices. The Discover Group Sales staff will be trained by the Center Staff in the Center's features and facilities to assist in delivering qualified leads for the Center. At all times, the focus of Discover The Palm Beaches sales, marketing and servicing efforts' will be on events requiring overnight hotel accommodations and providing the maximum economic impact to Palm Beach County.

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EXHIBIT "G"

TRAVEL & ENTERTAINMENT POLICY

Florida Statute 125.0104 governs the reimbursement of travel expenses incurred in the course of tourism promotion for Palm Beach County. The statute authorizes reimbursement for "actual and reasonable" expenses. All expenses/purchases must have receipts, with the exception of tips to bellman/valets that are less than Ten Dollars (\$10). (See section on Receipts)

Staff of the Bureau is authorized to provide, arrange and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the President/CEO, in connection with the performance of promotional, seminars, conferences, and other duties of the Bureau. However, entertainment expenses shall be authorized only when meeting with travel writers, tour brokers, or other persons connected with the tourism industry. All travel and entertainment-related expenditures in excess of Ten Dollars (\$10) shall be substantiated by paid invoices. Palm Beach County PPM CW-F-009 Travel Policy is utilized when Section 125.0104, Florida Statutes, does not govern this policy.

Tourism Promotion and Convention Sales activities shall include consumer and trade shows, familiarization tours, sales missions, and other travel related and entertainment expenses that are incurred by officers and employees of the Bureau, other authorized persons, travel writers, tour brokers, or other persons connected with the tourism industry, including the convention meeting industry, in the course of promoting Palm Beach County and the Palm Beach County Convention Center.

Travel for staff will be pre-approved by the President/CEO and the President/CEO's travel will be approved by the Bureau's Executive Committee.

DOMESTIC TRAVEL (Including Florida)

Meal expenses will be deemed to be reasonable if they comply with the per diem limit by city as shown in the Business Travel News Per Diem schedule distributed at the beginning of each fiscal year. If a particular city is not listed in the Per Diem schedule, it may be appropriate to use the next closest city as the guide. However, some resorts are adjacent to a city with a per diem meal schedule that may not be on par with the resort. In that case, "actual and reasonable" meal expenses will be accepted. Any departure from the published rates will be deemed to be excessive unless the reasonableness and necessity of the expenditure is satisfactorily proven by the traveler in a written explanation on the expense reimbursement form. Meal expenditures may be combined such that the daily total does not exceed the per diem limit, provided, however, that one does not incur entertainment expenses which include a meal during the same day, or during a day when the traveler arrives or departs from a city. The maximum gratuity on any meal is Fifteen Percent (15%); provided, however, that in any case where the gratuity is included in the bill presented for the meal, then the gratuity will be paid in the full amount assessed by

the serving establishment. Miscellaneous incidental expenses will be reimbursed upon review and justification. Employees may make one (1) personal call home per day, excepting unusual circumstances which must be explained and will be subject to review.

FOREIGN TRAVEL

Foreign Travel will be reimbursed at the per diem rates as listed in the "Standardized Regulations (Government Civilians Foreign Areas)" publication. This publication breaks down per diem into meals and incidental (MIE), and lodging. The MIE rate is inclusive of tips for meals and other related expenses.

Lodging may exceed the per diem listed provided there is a valid reason as to why the accommodations exceeded the per diem limits. For example, when staff of the Bureau attends the ITB trade show in Berlin all hotels increase their rates significantly for this event. Since they have little choice but to pay a rate that is well above the rates published in the guide, it will be reimbursed because it is actual and reasonable under the circumstances.

Foreign Exchange Rate: Expense reports containing a mix of cash and credit card expenses will be reimbursed using (a) the actual rate of exchange shown on the credit card statement for each charge and (b) the average of the Interbank Rate for eligible cash expenditures incurred during the time the traveler was in the country, as published by OANDA.com. The average rate as published by OANDA.com shall be attached to each expense report. Expense reports that have only credit card charges shall be reimbursed at the same rate as shown on the credit card statement of the traveler, which shall be attached to the expense report.

When traveling in several countries on the same trip, please submit an expense report for each country along with the exchange rate in effect at the time of travel.

AIR TRAVEL

For all air travel, the traveler shall obtain the most economical means of travel that is reasonable under the circumstances as approved in advance by the President /CEO or his/her senior level designee in conjunction with the annual Marketing Plan.

RECEIPTS ARE REQUIRED FOR ALL EXPENDITURES

TIPS: All tips for portage, taxi cabs, etc., must be detailed on the back page of the travel reimbursement form. Tips over Ten Dollars (\$10.00) given for portage of large and/or numerous boxes of material or displays require explanations and receipts. Tips for meals are to be included in the meals column, NOT the tips column of the expense report. The per diem schedule for meals is inclusive of tips.

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ENTERTAINMENT

Entertainment expenses are those incurred while meeting with travel writers, tour brokers and other persons connected with the tourism industry. Such expenses shall be limited to the following maximum amounts per person per day, as approved in advance by the President /CEO or his/her senior level designee in conjunction with the annual Marketing Plan:

Breakfast	\$30.00	A maximum Twenty Percent (20%) gratuity may be added to these rates.
Lunch:	\$70.00	
Dinner:	\$100.00	

The above limits do not include taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, beverages served at a reception, photography and special decorations are not included.

In cases where a facility has required payment for a guaranteed minimum number of attendees, such limits shall be calculated based on the guaranteed minimum number. Each reimbursement shall include names and affiliations of those entertained, and the staff in attendance.

EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard Bureau expense report form, as updated from time to time. Requests for reimbursement for mileage shall be done using a mileage expense report form as a backup to the standard expense report. Each expense report must be approved by the President/CEO or his/her designee. The appropriate account code should be shown on the expense report.

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EXHIBIT "T"

SALARY STRUCTURE

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Positions</u>
26	\$167,569	\$209,4 61	\$251,353	President/CEO
22	\$83,311	\$133,686	\$190,059	Senior Vice Presidents, Vice Presidents & Associate Vice Presidents
17	\$41,420	\$75,043	\$108,667	Senior Directors, Directors, Managers Technological, Financial & Marketing Staff
13	\$23,681	\$38,853	\$54,025	All Assistants to President/CEO, Senior Vice Presidents, Vice Presidents, Senior Directors, Directors, Senior Coordinators, Coordinators, Specialists and Account Executives

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EXHIBIT
"J"

COMPENSATION POLICY

The salaries provided by the Bureau to its employees shall be in conformity with the specific salary ranges set forth in its guidelines, policies, and procedures. Overall annual salary adjustments to employees of the Bureau, which are funded from revenues derived from the Tourist Development Tax shall not exceed the amount established for such fiscal year pursuant to the following "pool of funds" approved by the TDC and COUNTY:

1. For employees paid for by TDC funds, show the name, starting date, position, and salary range for the position, and their gross salary as of September 30th immediately preceding the fiscal year and the anticipated date of any merit increase during the fiscal year.
2. Compute the annual percentage of each individual's salary as of said Sept. 30th.
3. Compute the number of days from the anticipated date of merit increase until the end of the fiscal year and divide the number of days into 365.
4. Multiply the answer in "3" by the amount in "2".
5. The sum of the amount computed in "4" for each employee shall be the maximum amount that can be used for merit increases during the fiscal year.

Each time an employee is given a merit increase, the Bureau shall submit a report to the TDC Executive Director stating the amount of the increase, along with a running total of any and all previous increases, and the net amount available as of the date of the report.

Increases will be based on merit performance only and not cost of living increases. The limitation on merit increases established by this Salary Policy shall not apply to the promotion of an employee to the minimum salary level of a new job category or the reclassification/consolidation of a job description and the attendant salary and/or benefit adjustment associated therewith.

Any additional compensation provided the President shall be paid only from private funds and shall not increase the base salary paid from tourist tax revenues. In the event such compensation is paid, the Bureau shall immediately notify the TDC and the County of such payment.

Any salary adjustment for the President shall be effective October 1st of each year. The County Administrator and the TDC Executive Director shall be given an update of all tourist tax funded staff positions along with full disclosure and backup at the end of each fiscal year.

In addition to salaries paid in accordance with this Salary Policy, the Bureau may pay additional compensation to certain sales personnel pursuant to a Sales Incentive Program in such form as may be adopted from time to time with notice to the TDC Director and within such dollar amounts as may be provided for such program in the Annual Budget attached hereto as Exhibit "A".

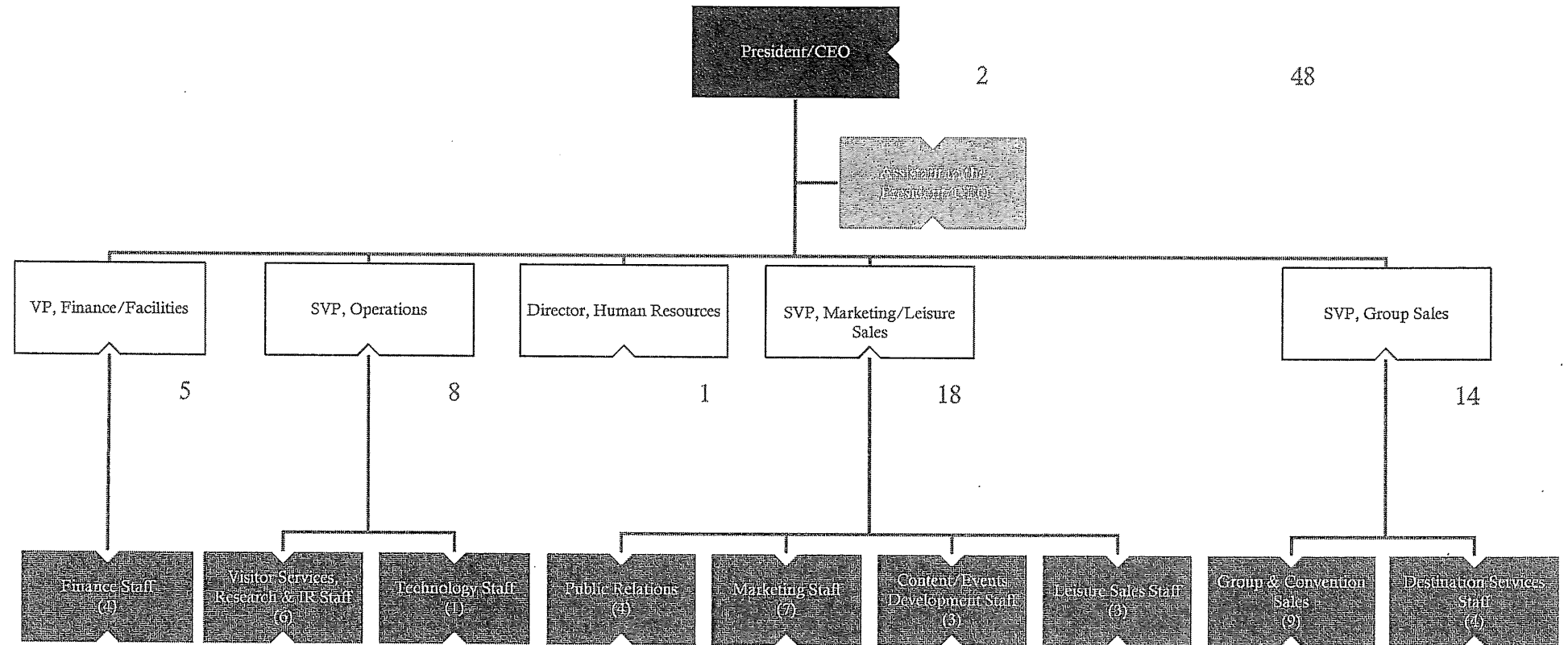
The Bureau may establish benefits for Bureau employees. These benefits may include but not be limited to:

1. A Retirement Plan. The Bureau may establish a qualified defined contribution retirement plan. Contributions to such plan shall not exceed seven (7%) percent of the employees' actual salaries.
2. A Car Allowance. A car allowance may be provided to certain staff that use their personal vehicle on a regular basis for business purposes. In setting this allowance, the Bureau will evaluate potential travel and set the allowance according to the County auto allowance PPM CW-F-008.
3. A Health Plan. The Bureau may establish a health plan that includes medical and dental coverage. As part of said plans the Bureau may establish a qualified Health Savings Account (HSA) with funding support by the Bureau and employees to cover the yearly out of pocket deductibles.
4. Other Insurance plans. The Bureau may establish other insurance plans for the benefit of employees. These plans may include but not be limited to vision, life, AD&D, and long & short term disability.

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Discover The Palm Beaches

FY2018 Organizational Chart





DISCPAL-01

STRANEC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Annie Uribe PHONE (A/C, No, Ext): (561) 296-5966 26059 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Annie.Uribe@ioausa.com														
INSURED Discover Palm Beach County, Inc. dba Discover The Palm Beaches 2195 Southern Blvd Suite 400 West Palm Beach, FL 33406	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td>INSURER B : Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D : Travelers Casualty & Surety Company</td><td>19038</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Southern-Owners Insurance Company	10190	INSURER B : Auto-Owners Insurance Company	18988	INSURER C : Continental Casualty Company	20443	INSURER D : Travelers Casualty & Surety Company	19038	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	X		7270070617	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HNO AUTO \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4740089100	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5094636760	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Crime			105684996	10/01/2016	10/01/2019	Deductible \$10,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners is included as Additional Insured with regards to General Liability Insurance per form 55202 when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners Attn: TDC 2195 Southern Blvd Suite 500 West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C. Ray Dalseg
--	--

ACORD 25 (2016/03)

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Organization Name:		TOTAL STAFF JUNE 2017						TOTAL STAFF MARCH 2017						TOTAL STAFF DECEMBER 2016						TOTAL STAFF SEPTEMBER 2016							
Discover	2013 P&C																										
	Ethnicity	Key			Total	Ethnicity		Key			Total	Ethnicity		Key			Total	Ethnicity		Key			Total	Ethnicity			
	%	Ethnicity	Female	Male	Staff	%		Ethnicity	Female	Male	Staff	%		Ethnicity	Female	Male	Staff	%		Ethnicity	Female	Male	Staff	%			
Senior Management	54%	White	1	2	3	60%		White	1	2	3	60%		White	1	2	3	60%		White	1	2	3	60%			
	18%	Black	0	0	0	0%		Black	0	0	0	0%		Black	0	0	0	0%		Black	0	0	0	0%			
	21%	Hispanic	0	2	2	40%		Hispanic	0	2	2	40%		Hispanic	0	2	2	40%		Hispanic	0	2	2	40%			
	3%	Asian	0	0	0	0%		Asian	0	0	0	0%		Asian	0	0	0	0%		Asian	0	0	0	0%			
	4%	Other	0	0	0	0%		Other	0	0	0	0%		Other	0	0	0	0%		Other	0	0	0	0%			
Total	100%		1	4	5	100%			1	4	5	100%			1	4	5	100%			1	4	5	100%			
Professional	54%	White	13	7	20	65%		White	13	7	20	65%		White	13	6	19	66%		White	11	6	17	61%			
	18%	Black	4	0	4	13%		Black	4	0	4	13%		Black	4	0	4	14%		Black	4	0	4	14%			
	21%	Hispanic	1	3	4	13%		Hispanic	1	3	4	13%		Hispanic	0	3	3	10%		Hispanic	0	3	3	11%			
	3%	Asian	1	0	1	3%		Asian	1	0	1	3%		Asian	1	0	1	3%		Asian	1	0	1	4%			
	4%	Other	0	2	2	6%		Other	0	2	2	6%		Other	0	2	2	7%		Other	1	2	3	11%			
Total	100%		19	12	31	100%			19	12	31	100%			18	11	29	100%			17	11	28	100%			
Administrative & Clerical	54%	White	7	2	9	90%		White	7	2	9	90%		White	4	2	6	86%		White	5	2	7	78%			
	18%	Black	0	0	0	0%		Black	0	0	0	0%		Black	0	0	0	0%		Black	0	1	1	11%			
	21%	Hispanic	1	0	1	10%		Hispanic	1	0	1	10%		Hispanic	1	0	1	14%		Hispanic	1	0	1	11%			
	3%	Asian	0	0	0	0%		Asian	0	0	0	0%		Asian	0	0	0	0%		Asian	0	0	0	0%			
	4%	Other	0	0	0	0%		Other	0	0	0	0%		Other	0	0	0	0%		Other	0	0	0	0%			
Total	100%		8	2	10	100%			8	2	10	100%			5	2	7	100%			6	3	9	100%			
Total Agency	54%	White	21	11	32	70%		White	21	11	32	70%		White	18	10	28	68%		White	17	10	28	67%			
	18%	Black	4	0	4	9%		Black	4	0	4	9%		Black	4	0	4	10%		Black	4	1	5	12%			
	21%	Hispanic	2	5	7	15%		Hispanic	2	5	7	15%		Hispanic	1	5	6	15%		Hispanic	1	5	6	14%			
	3%	Asian	1	0	1	2%		Asian	1	0	1	2%		Asian	1	0	1	2%		Asian	1	0	1	2%			
	4%	Other	0	2	2	4%		Other	0	2	2	4%		Other	0	2	2	5%		Other	1	2	2	5%			
Total	100%		28	18	46	100%			28	18	46	100%			24	17	41	100%			24	18	42	100%			